

THIRD AMENDMENT TO OIL AND GAS LEASE

WHEREAS, IOLA McMULLIN FAMILY LIMITED PARTNERSHIP, (hereinafter called Lessor) and David H. Arrington Oil & Gas, Inc. (hereinafter called DHAOGI) have entered into an Oil and Gas Lease dated July 31st, 2005 (the Lease), covering 31.534 acres, more or less, Tarrant County, Texas and being recorded in Instrument Number D205357320, Official Records, Tarrant County, Texas; and,

WHEREAS, Lessor and DHAOGI have entered into an Amendment to Oil and Gas Lease dated June 18th, 2007 (the 1st Amendment), which among other things extended the Lease to July 31st, 2009, and the memorandum of such amendment being recorded in Instrument Number D207234045, Official Records, Tarrant County, Texas; and,

WHEREAS, David H. Arrington Oil & Gas, Inc. by an Assignment of Oil and Gas Lease dated July 21, 2009 assigned all its interest in said Lease to **Arrington-Ramshorn Barnett Shale Joint Venture** (hereinafter called Lessee) such assignment being recorded in Instrument Number D209223390, Official Records, Tarrant County, Texas; and,

WHEREAS, Lessor and DHAOGI have entered into an Amendment to Oil and Gas Lease dated July 31st, 2009 (the 2nd Amendment), which among other things extended the Lease to March 28, 2010, and the memorandum of such amendment being recorded in Instrument Number D209030381, Official Records, Tarrant County, Texas; and,

WHEREAS, Lessor and Lessee desire to amend the language in the Lease so that the permitting efforts of Lessee with the City of Euless will be understood to extend the primary term of the Lease and allow the Lessee to conduct operations on Lessor's lands;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, Lessor and Lessee hereby agree that while Lessee diligently pursues its permitting efforts with the City of Euless the primary term and/or drilling commitment contained in this Lease, as the case may be, shall be extended until thirty (30) days from the date such permits and/or all approvals are issued by said City of Euless. Lessee agrees to keep Lessor apprised of its permitting efforts. In the event that Lessee has not obtained the required permits on or before June 30, 2010, Lessee must obtain Lessor's written consent, which consent shall not be unreasonably withheld, to further extend the primary term.

WHEREAS, Lessor and Lessee in the Second Amendment agreed for Lessor to receive an overriding royalty interest as described in Section 14 of said Lease and as amended by such Second Amendment and,

WHEREAS, Lessor and Lessee desire to amend the language in Section 14 of said Lease and as amended by such Second Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree and do hereby modify, amend and replace the language at the end of Section 14 of the Lease previously added by the 2nd Amendment to:

"Provided further, Lessee shall assign to Lessor an overriding royalty interest equal to 3.0% in each well drilled from a location on lands within a unit which includes Lessor's lands but which wells are completed on leases outside the unit in which Lessor has no interest.

In the event that the 2.7174 acre surface site currently referred to as the Reveille Unit is used by a party other than the Lessee as a drill site, for a unit in which Lessor has no interest, then Lessor shall be entitled to an overriding royalty interest equal to 5.0% in each well so drilled from the said surface location."

The Lessor does by these presents ratify, confirm and adopt the Lease and does further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights hereunder, under the same terms and conditions contained in the Lease, **except as herein modified.**

This agreement shall extend to and be binding upon both the Lessor and Lessee, and their respective heirs, executors, administrators, successors and assigns. Except as stated in this agreement, the Lease shall continue in full force and effect as to all of its other terms and provisions.

Lessor and Lessee agree to execute a Memorandum of Oil and Gas Lease and file such Memorandum of record in Tarrant County, Texas instead of recording this agreement.

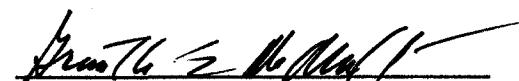
This agreement is signed by Lessor and Lessee and is to be effective for all purposes as of the date of acknowledgment of their respective signatures below.

EXECUTED THIS 31 DAY OF March, 2010

LESSEE:
Arrington-Ramshorn Barnett Shale Joint Venture


David H. Arrington Oil Gas, Inc., Managing Venturer
By: Monty W. Kastner, Attorney-in-Fact

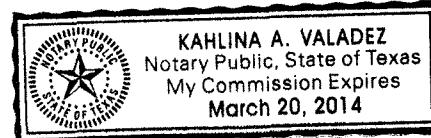
LESSOR:
Iola McMullin Family Partnership


GMCO LLC, General Partner
By: Granville E. McMullin, Member

STATE OF TEXAS §
COUNTY OF midland §

This instrument was acknowledged before me on the 31 day of March, 2010, by Monty W. Kastner, Attorney-in-Fact, for David H. Arrington Oil and Gas, Inc., a Texas Corporation, Managing Venturer for Arrington-Ramshorn Barnett Shale Joint Venture.


Notary Public, State of Texas
Notary's name (printed): Kahline A. Valadez
Notary's commission expires: 3-20-2014



STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of March, 2010, by Granville E. McMullin, Member, GMCO LLC, General partner for Iola McMullin Family Partnership.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DAVID H ARRINGTON OIL & GAS INC
P O BOX 2071
MIDLAND, TX 79702

Submitter: DAVID H ARRINGTON OIL &
GAS INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 5/13/2010 8:13 AM

Instrument #: D210112271

LSE 3 PGS \$20.00

By: Suzanne Henderson

D210112271

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VDBOUNDS